

PREPARED BY:

JONATHAN M. BUTLER  
MORRIS, SCHNEIDER & PRIOR, L.L.C.  
Attorneys and Counselors at Law  
1587 N.E. Expressway, Atlanta, GA 30329  
PHONE (770) 234-9181 FAX (770) 234-9192

11/20/06 10:57:15  
BK 2,609 PG 326  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

RETURN TO: AMC MORTGAGE SERVICES, INC.  
P.O. Box 8129  
Newport Beach, CA 926588129

Loan No. 0077768760/Rayborn  
File No.: 384.0614284MS/MCY

INDEXING INSTRUCTIONS: Lot 222, Sec I Kentwood S/D, PUD (R-2) in Sec 3, T2S, R8W, per plat PB 45/32

## TRANSFER AND ASSIGNMENT OF MORTGAGE

STATE OF MISSISSIPPI

COUNTY OF DE SOTO

**FOR VALUE RECEIVED** Ameriquest Mortgage Company, as Assignor, has this day transferred sold, assigned, conveyed and set over to DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE OF AMERIQUEST MORTGAGE SECURITIES, INC., ASSET-BACKED PASS THROUGH CERTIFICATES, SERIES 2004-R7, UNDER THE POOLING AND SERVICING AGREEMENT DATED AS OF JULY 1, 2004, WITHOUT RECOURSE., as Assignee, its successors, representatives and assigns all of the assignor's right, title and interest in and to that certain Mortgage, executed by Thurman L. Rayborn, III and Cynthia P. Rayborn to Ameriquest Mortgage Company, dated May 3, 2004, and recorded in Deed Book 1989, Page 0146, in the Office of the Judge of Probate of De Soto County, Mississippi.

The Assignor herein specifically sells, assigns, transfers and conveys to the Assignee, its successors, representatives and assigns the aforementioned Mortgage the property described herein, the indebtedness secured thereby, together with all the rights, title, interest powers, options, privileges and immunities contained therein.

The Assignor herein has this day sold and assigned to the Assignee the Note secured by the aforementioned Mortgage, and this transfer is made to secure the Assignee, its successors, representatives, and assigns in the payment of said Note.

IN WITNESS WHEREOF, the Assignor has hereunto set its hand and seal this 20th day of October, 2006/~~EFFECTIVE DATE OF~~ 09/25/06.

Ameriquest Mortgage Company ~~By~~ AMC Mortgage Services Inc as Authorized Agent

By: Tamara Price (L.S.)  
Tamara Price, Vice President

By: Dana A. Rosas (L.S.)  
Dana A. Rosas, Authorized Agent

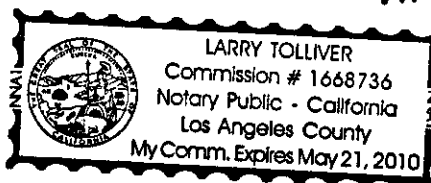
Title: \_\_\_\_\_

Title: \_\_\_\_\_

POWER OF ATTORNEY  
ATTACHED AS EXHIBIT B

State of California

County of Orange



I Larry Tolliver, a Notary Public in and for said State and County hereby certify that Tamara Price and Dana A. Rosas whose names as Vice President and Authorized Agent of AMC MORTGAGE SERVICES, INC. ~~ELKSTAR~~, corporation, are signed the foregoing conveyance and officers and with full authority, executed the same voluntarily for and as the act of said corporation acting in its capacity as such officers on the day the same bears date.

Given under my hand this the 20th day of Oct, 2006.

Larry Tolliver  
Notary

(Seal)  
My Commission Expires:



Shannon Baker  
AMC Mortgage Services, Inc.  
P.O. Box 8129  
Newport Beach, CA 926588129

AMERICAN MORTGAGE COMPANY

Our File No.: 384.0614284MS/MSP  
Lender Loan No.: 0077768760

**EXHIBIT "A"**

Lot 222, Section "I", Kentwood Subdivision, P.U.D. (R-2) located in Section 3, Township 2 South, Range 8 West, DeSoto County, Mississippi, as recorded in Plat Book 45, Page 32, in the Office of the Chancery Clerk of DeSoto County, Mississippi.



LIMITED POWER OF ATTORNEY**EXHIBIT B**

KNOWN ALL MEN BY THESE PREMISES:

That Ameriquest Mortgage Company, a Delaware corporation, and having an office located at 1100 Town & Country Road, Orange, California 92868, hath made constituted and appointed, and does by these presents make, constitute and appoint AMC Mortgage Services Inc., a corporation organized and existing under the laws of the State of Delaware, its true and lawful Attorney-in Fact, with full power and authority to sign, execute, acknowledge, deliver, file for record, and record any instrument on its behalf and to perform such other act or acts as may be customarily and reasonably necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "Mortgages" and "Deeds of Trust", respectively) and promissory notes secured thereby (the "Mortgage Notes").

This appointment shall apply to the following enumerated transactions only:

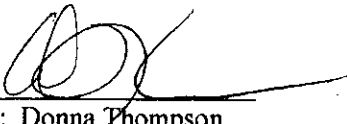
1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or recording is for the purpose of correcting the Mortgage or Deed of Trust to conform same to the original intent of parties thereto or to correct title errors discovered after such title insurance was issued and said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured.
2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in Favor of a public utility company or a government agency or unit with power of eminent domain; this section shall include, without limitation, the execution of partial satisfaction/releases, partial reconveyances or the execution of requests to trustees to accomplish same.
3. With respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of any such foreclosure, including, but not limited to, any and all of the following acts:
  - a. The substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
  - b. Statements of breach or non-performance;
  - c. Notices of default;
  - d. Cancellations/rescissions of notices of default and/or notices of sale;

- e. The taking of a deed in lieu of foreclosure; and
  - f. Such other documents and actions as may be necessary under the terms of the Mortgage, Deed of Trust or state law to expeditiously complete said transactions.
4. The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title of real estate owned, including, but not limited to, Assignments of Sheriff's Certificates of Sale.
  5. The completion of loan assumption agreements.
  6. The full satisfaction/release of a Mortgage or Deed of Trust or full reconveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
  7. The assignment of any Mortgage or Deed of Trust and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby pursuant to the requirements of Ameriquest Mortgage Company, including, without limitation, by reason of conversion of an adjustable rate mortgage loan from a variable rate to a fixed rate.
  8. The full assignment of a Mortgage or Deed of Trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including without limitation, the assignment of the related Mortgage Note.

The undersigned gives said Attorney-in-Fact full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power of powers granted by or under this Limited Power of Attorney as fully as the undersigned might or could do, and hereby does ratify and confirm to all the said Attorney-in-Fact shall lawfully do or cause to be done by authority hereof.

Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

Ameriquet Mortgage Company

  
 Name: Donna Thompson

Title: Vice President

STATE OF CA

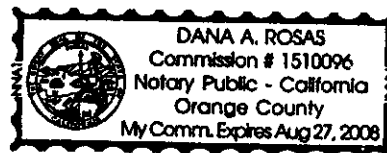
SS.

COUNTY OF ORANGE

On 4/13/06<sup>648</sup>, 2006, before me a Notary Public within and for said County, personally appeared Donna Thompson, the respective **Vice President** of Ameriquet Mortgage Company, a Delaware corporation, the corporation.

  
 Notary Public

My Commission Expires 8/27/08



After the recording, please mail to:

AMC Mortgage Services Inc  
 505 City Parkway West Suite 100  
 Orange, CA 92868

04/13/06  
 10:00 AM